

.SUCKS

Domain Block Terms and Conditions

Vox Populi Registry Ltd.

3-110 Governors Square
23 Lime Tree Bay Ave.
Grand Cayman, Cayman Islands
PO Box 1361, George Town, KY1-1108

www.get.sucks

Version 1.1

Last Updated April 22, 2015.

1. Introduction

The Domain Block (“Block”) is a rights protection mechanism offered by Vox Populi Registry Ltd. (“VoxPop” or the “Registry”) that provides customers with a tool to protect their intellectual property interests. The Block achieves this by preventing the registration of a second level domain name which exactly matches the Block purchased. The Block is a string (“string”) of letters that includes the suffix “.sucks”. The terms of the Master Services Agreement shall also apply to the Block in addition to these Terms and Conditions.

This product is covered under and governed by the Master Services Agreement of VoxPop.

2. Blocks

2.1 Blocks may only be submitted through a participating VoxPop registrar.

2.2 Anyone may purchase a Block. There is no requirement to own or hold a Trademark in order to purchase a Block.

2.3 Blocks are purchased via an EPP command from the Registrar to the Registry.

3. Block Product

3.1. Blocks will not result in a domain name that can be published or will resolve on the Internet. Effectively, the domain name is reserved.

3.2. A Block may be purchased but will not be applied to an SLD that:

- has already been registered as a domain name;
- is the subject of a pending Sunrise application; or
- is a Reserved Name, Premium Name or Sunrise Premium Name as described in Section 7 below.

3.3 Blocks may be purchased at any time, even if the domain is active.

3.4. The Block will be applied to active names if they are not renewed and delete, or cease to be Reserved Names.

3.5. A Block is subject to Overrides as described in Section 6, below.

3.6. When the registry WHOIS is queried for a domain name that is blocked, the WHOIS response may include the text: “This domain name is reserved.”

4. Reserved or Premium names

4.1. The Block will not apply to SLDs that are:

- Reserved or allocated in accordance with the ICANN policy requirements; and
- Reserved by the Registry for operational purposes or in accordance with the [VoxPop Reserved Names Policy](#).
- Premium Names or Sunrise Premium Names

5. Term and Fees

5.1. A Block may be made for an initial term of one (1) year. Blocks Auto-renew annually. A Block may be renewed in annual increments between one (1) to ten (10) years with a maximum term of ten (10) years.

5.2. The fee for a Block is published on the [fees page](#) of the Registry website. The initial registration fee and any subsequent renewal fees may be changed by VoxPop at any time at its sole discretion.

6. Overrides and Removal of Blocks

6.1. A holder of a Block may choose to remove their Block by deleting it.

6.2. Should a holder of a Block desire to use the domain, they may apply to the Registry to remove the block and assign them the domain name. This will only be done if they are the sole holder of the Block for that string and no other Blocks exist on it. In these cases, a unique Registration Key will be given to the holder of the Block that allows the Registration of the domain. The block may then be deleted.

6.3. There will be no refunds for deleted Blocks.

6.4. If an application for a domain name registration is received by the Registry (manually) by an applicant with a valid Trademark in the TMCH on the exact string of a Block, and the applicant provides an SMD file with a string that exactly matches the SLD under Block, the applicant may override the block and register the domain name. This will be done by giving such applicant a Unique Registration Key that will allow the applicant to over-ride the block and Register the domain. The Block may be retained or deleted by the Block holder at their discretion.

7. Waiver of Guarantee

7.1. Because of the exclusions and other circumstances described above, VoxPop makes no guarantee regarding the implementation and effectiveness of the “blocking” mechanism associated with Blocks. VOX POPULI REGISTRY INC, ITS LICENSORS AND SUPPLIERS, MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE BLOCK, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

8. Publication of Block Users

8.1. VoxPop reserves the right to publicize the names of registrants choosing to purchase Blocks for marketing and promotional purposes.

9. Disputes

9.1. Any dispute regarding the application of a Block shall be handled under the terms of our dispute policies.